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7 Attorneys for Plaintiffs
8 PAUL A. JACQUES and JEAN L. JACQUES

9 UNITED STATES DISTRICT COURT
10 NORTHERN DISTRICT OF CALIFORNIA
11 San Francisco Division

12 PAUL A. JACQUES and
13 JEAN L. JACQUES,

14 Plaintiffs,

15 vs.

16 HYATT CORPORATION, a Delaware
17 corporation, dba MAUI HYATT RESORT,
18 dba HYATT REGENCY MAUI RESORT
19 & SPA; MEDICAL TECHNOLOGY,
20 INC., a Texas corporation, dba BLEDSOE
21 BRACE SYSTEMS; and DOES 1 to 125,
22 inclusive,

23 Defendants.

Case No. C 11-05364 NC

STIPULATION AND ORDER OF
SETTLEMENT AND DISMISSAL RE:
PLAINTIFF PAUL JACQUES

Trial Date: October 21, 2013
Time: 8:00 a.m.
Courtroom: A – 15th Floor

24 WHEREAS, the parties are interested in resolving the issues alleged in the complaint in
25 this action, and have negotiated in good faith for that purpose; and

26 WHEREAS, none of the parties to the above-captioned action is an infant or incompetent
27 person; and

28 WHEREAS, the parties in the above-captioned action wish to discontinue the litigation;

IT IS HEREBY STIPULATED AND AGREED by and between the parties and/or their
respective counsel as follows:

1. The parties hereby agree that the above-captioned action is dismissed and discontinued

1 with prejudice, as to the named defendant(s), pursuant to Rule 41(a) of the Federal Rules of Civil
2 Procedure.

3 2. Any and all of the claims for damages by plaintiff PAUL JACQUES which are the
4 subject of this action or otherwise arise out of any of the incidents alleged in the Complaint are
5 hereby settled, as against the named defendant(s), for the sum of \$6,250 in full satisfaction of all
6 claims for damages, costs, disbursements and legal fees.

7 3. The check for payment of the sum stated in Paragraph #2, above, shall be drawn to the
8 order of the plaintiff and mailed to his attorney's address.

9 4. In consideration of the payment of the sum stated in Paragraph #2, above, the plaintiff
10 hereby releases each of the named defendant(s) in their individual and official capacities, and
11 their heirs, executors, administrators and assigns, from any and all claims, liabilities and causes
12 of action related to or arising out of any and all of the events set forth in the Complaint in the
13 above-captioned action.

14 5. Nothing in this So Ordered Stipulation of Settlement shall be construed as an
15 admission or concession of liability whatsoever by any of the defendants regarding any of the
16 allegations made by the plaintiff in the Complaint.

17 6. Payment of the amount stated in Paragraph #2, above, will be made within thirty (30)
18 days after the approval of this stipulation by the Court and receipt by defendant's counsel of a
19 copy of the fully executed So Ordered Stipulation of Settlement as entered by the Court. In the
20 event that the aforesaid payment is not made within the thirty (30) day period, interest shall
21 accrue on the outstanding principal balance at the rate set forth in 28 U.S.C. § 1961 beginning on
22 the thirty-first (31) day after receipt by defendant's counsel of a copy of the fully executed So
23 Ordered Stipulation of Settlement.

24 7. Each undersigned attorney states specifically on behalf of their respective clients that
25 they have specific authority to settle this matter at the above terms.

26 8. Plaintiff PAUL JACQUES hereby acknowledges and agrees that a settlement
27 agreement and release is forthcoming from defendants and Plaintiff PAUL JACQUES will not
28 unreasonably withhold approval of the document. Plaintiff PAUL JACQUES will agree to

STIPULATION FOR DISMISSAL: PAUL JACQUES
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1 release the owner of the hotel, the tenant of the hotel and the operator of the hotel in addition to
2 named defendant Hyatt Corporation, dba Hyatt Regency Maui Resort & Spa.

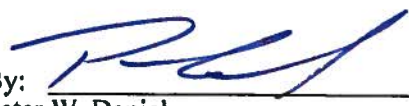
3 9. The parties are to bear their respective costs, including any possible attorney fees or
4 other expenses of litigation.

5 10. This Stipulation of Settlement and any Order entered thereon shall have no
6 precedential value or effect whatsoever and shall not be admissible in any other action or
7 proceeding as evidence or for any other purpose except in an action or proceeding to enforce this
8 Stipulation of Settlement.


9 11. This So Ordered Stipulation of Settlement embodies the entire agreement of the
10 parties in this matter.

11 Respectfully submitted,

12 Dated: October 15, 2013

13 By: 
14 Peter W. Daniel
15 HANNIG LAW FIRM LLP
16 2991 El Camino Real
Redwood City, California 94061
Attorneys for Plaintiffs

17 Dated: October 16, 2013

18 By: 
19 Michael G. Descalso
20 LAW OFFICE OF BEVERLY E. NARAYAN
21 525 Market Street, Suite 2850
San Francisco CA 94105
Attorneys for Defendant
22 HYATT CORPORATION, dba MAUI HYATT
23 RESORT, dba HYATT REGENCY MAUI
24 RESORT

25 PURSUANT TO STIPULATION, IT IS SO ORDERED.

26 Dated: October 17, 2013

27 By:
28 NATHANAE
U.S. MAJIS

STIPULATION FOR DISMISSAL: PAUL JACQUES
{JACS:2321:PWD:H0167822.DOC.2 }

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